



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 14, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

70 June 14, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND FOOTHILL TRANSIT (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Transit Law Enforcement Services Agreement (Agreement) with the Foothill Transit (Foothill), effective July 1, 2016, through June 30, 2021.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff to execute the attached Agreement with Foothill, effective July 1, 2016, through June 30, 2021.
2. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement that modify the annual billing rates as determined by the Auditor-Controller.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreement is to provide Foothill with as-needed transit law enforcement services (Services) within Foothill's service area, effective July 1, 2016, to June 30, 2021.

The Agreement will provide benefits to the County, primarily resulting in greater visibility and faster response times to bus line incidents.

Implementation of Strategic Plan Goals

As part of the Board’s commitment to the County, approval of the recommended action would enhance the County’s Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability; Maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service, Goal 2, Community Support and Responsiveness; Enrich lives of County residents by providing enhanced services and effectively planning and responding to economic, social, and environmental challenges, and Goal 3, Integrated Services Delivery; Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of public safety services.

FISCAL IMPACT/FINANCING

None. During the term of the Agreement, Foothill shall pay the Department for the services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller each Fiscal Year. Foothill is aware that the rates are adjusted at the beginning of every Fiscal Year as determined by the Auditor-Controller. The rates are calculated by the Auditor-Controller, pursuant to the requirements of California Government Code Section 51350, and the policies and procedures adopted by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement allows for the provision of transit Services by the Department within Foothill's service area from July 1, 2016, to June 30, 2021. The Agreement may be terminated by either party with 60 calendar days advance written notice.

The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving the Agreement will continue to enhance the quality of Services and public safety in the incorporated cities and the unincorporated areas of the County served by Foothill’s transit system. There are no anticipated negative impacts in the County.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and "M".

JIM McDONNELL
Sheriff

JM:RTM:DDT:tmm

Enclosures

**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
FOOTHILL TRANSIT**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS.....		2
1.0	SCOPE OF SERVICES.....	2
2.0	ADMINISTRATION OF PERSONNEL.....	3
3.0	INDEMNIFICATION.....	4
4.0	TERM OF AGREEMENT.....	6
5.0	RIGHT OF TERMINATION.....	6
6.0	BILLING RATES.....	7
7.0	PAYMENT PROCEDURES.....	7
8.0	AMENDMENTS.....	8
9.0	ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....	8
10.0	AUTHORIZATION WARRANTY.....	8
11.0	GOVERNING LAW, JURISDICTION, AND VENUE	8
12.0	NOTICES.....	9
13.0	VALIDITY.....	9
14.0	WAIVER.....	9
15.0	ENTIRE AGREEMENT.....	10
SIGNATURES.....		11
EXHIBIT A – PUBLIC ENTITY CONTRACT – HOURLY OVERTIME RATES		

**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
FOOTHILL TRANSIT**

This Transit Law Enforcement Services Agreement ("Agreement") is entered into this _____ day of _____, _____ by and between the County of Los Angeles ("County") and Foothill Transit ("Foothill").

RECITALS

- (a) Whereas, Foothill is desirous of contracting with the County for the performance of the transit law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized and provided for by Section 56-3/4 of the Charter of the County of Los Angeles; and
- (d) Whereas, the County is agreeable to rendering such transit law enforcement services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, as available, through the Sheriff's Department, to provide transit law enforcement services to Foothill during the term of this Agreement to the extent and in the manner set forth herein. The classification and approximate numbers of personnel provided by the County will be determined and mutually agreed upon in writing between the Sheriff's Department and Foothill. The hours of duty performed by County employees will be established and agreed upon in writing in accordance with the requested services.

- 1.2. The request for services shall be a written request on official Foothill letterhead. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, equipment, communications, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, Foothill may provide additional resources for the County to utilize in performance of the services. The request shall be signed by a representative of Foothill who is duly authorized to enter into such agreements for law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 211 W Temple Street, 7th Floor, Los Angeles, California 90012-3205.
- 1.3 The Sheriff intends to exercise jurisdiction and provide law enforcement services, occurring on-board buses, related to the special policing concerns of Foothill. These duties may include but are not limited to, enforcement of transit fares, conducting investigations of vandalism, routine transit patrol, and general law enforcement activities related to public transportation within the limit of the County and neighboring counties related to Foothill's bus lines.
- 1.4 Except as otherwise specifically set forth in this Agreement, transit law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, Foothill shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and Foothill's Executive Director.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.3 With regard to Paragraphs 2.1 and 2.2 above, the Sheriff's Department, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.4 All Foothill employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of Foothill and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Foothill employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of Foothill while performing such service for Foothill, as long as the service is within the scope of this Agreement and is a municipal function.
- 2.6 Foothill shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Foothill. Except as herein otherwise specified, Foothill shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of Foothill.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

- 3.1 Subject to the limitations stated in this Section 3.0, Indemnification, or elsewhere, the County shall indemnify, defend and hold harmless Foothill, and its officers, directors, employees and agents (collectively, "Indemnified Parties") from and against any and all liability, expense (including but not limited to defense

costs and attorney's fees), claims, causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of the County) arising from or connected with any negligent, intentional or reckless act or omission of the County, its officers, directors, employees, agents, subcontractors, or suppliers while providing services under this Agreement.

- 3.2 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend any Indemnified Party (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its officers, directors, employees, agents, sub-contractors or suppliers while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever except as the result of a failure by the County its officers, directors, employees, agents, subcontractors, or suppliers to perform the services under this Agreement.
- 3.3 Foothill understands and agrees that the law enforcement services provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular location, more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. The County shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by Foothill and agreed to by the County.
- 3.4 Notwithstanding anything contained herein, the County's obligations hereunder to Foothill or any Indemnified Party shall be limited by any immunity of freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to Foothill and all Indemnified Parties.
- 3.5 Any obligation by the County or Foothill to provide defense or indemnity hereunder shall not arise until it has been finally determined by competent judicial

authority that such indemnity is owed under the provisions of this Section 3.0.

- 3.6 Foothill shall indemnify, defend and hold harmless the County, and its officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of Foothill) arising from or connected with any alleged act and/or omission of Foothill, its officers, directors, employees, agents, sub-contractors, or suppliers.
- 3.7 It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on the County any liability for injuries or death to any County employee greater than the liability imposed pursuant to the provisions of the worker's compensation laws.
- 3.8 This Section 3.0, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2016 and shall terminate on June 30, 2021, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 5.2 Notwithstanding the foregoing, the Sheriff's Department may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff's Department concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.
- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

- 6.1 For and in consideration of the rendition of the transit law enforcement services to be performed by the County for Foothill under this Agreement, Foothill shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, Public Entity Contract – Hourly Overtime Rates, as established by the County Auditor-Controller. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.
- 6.2 The billing rates depicted on Exhibit A, Public Entity Contract – Hourly Overtime Rates, are developed by the County Auditor-Controller to reflect the County’s actual costs in the compensation of employees at premium overtime rates (hourly rates for Deputy Sheriff Generalist), the administration of workers’ compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff's Department, shall render to Foothill a summarized invoice which covers all services performed during said month, and Foothill shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, Foothill shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing.

For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

7.4 Notwithstanding the provisions of California Government Code section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of Foothill on deposit with the County without giving further notice to Foothill of County's intention to do so.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and Foothill.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

Foothill represents and warrants that the person executing this Agreement for Foothill is an authorized agent who has actual Foothill to bind Foothill to each and every term, condition, and obligation of this Agreement and that all requirements of Foothill have been fulfilled to provide such actual Foothill.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further

agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Foothill Transit, Contract Manager
211 W. Temple Street, 7th Floor
Los Angeles, California 90012-3205

12.3 Notices to Foothill shall be addressed as follows:

Foothill Transit
Attn: Executive Director or Designee
100 South Vincent Avenue, Suite 200
West Covina, California 91790

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, Public Entity Contract – Hourly Overtime Rates, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
FOOTHILL TRANSIT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
JIM McDONNELL, SHERIFF

Date _____

FOOTHILL TRANSIT

By _____
Executive Director or Designee

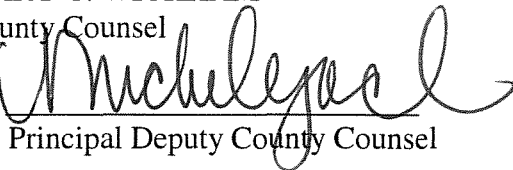
Date _____

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By _____


Principal Deputy County Counsel

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

"A Tradition of Service"

Since 1850

PUBLIC ENTITY CONTRACT - HOURLY OVERTIME RATES

FISCAL YEAR 2016-17

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE UNIT	HOURLY*** RATE
Deputy Sheriff, Generalist	\$ 72.27
Deputy Sheriff, Bonus I	\$ 78.55
Deputy Sheriff, Bonus II	\$ 95.96
*Deputy Sheriff, Bonus II- SEB/ESD	\$ 101.24
*Deputy Sheriff, Bonus II- Pilot	\$ 101.24
Deputy Sheriff, Reserve	\$ 37.76
Sergeant	\$ 95.23
*Sergeant- SEB/ESD	\$ 100.47
**Sergeant- Pilot	\$ 110.94
Lieutenant	\$ 114.29
Security Officer	\$ 34.86
Security Assistant	\$ 22.00
Custody Assistant (Custody)	\$ 46.14
Custody Assistant (Patrol)	\$ 48.67
Community Services Assistant	\$ 27.34
Parking Control Officer, Supervising	\$ 40.38
Parking Control Officer, Sheriff	\$ 34.95
Criminalist	\$ 60.36
Criminalist, Senior	\$ 81.34
Criminalist, Supervising	\$ 85.88
Criminalistics Lab Technician	\$ 40.58

* Additional Bonus 5.5% / ** Add'l Bonus 16.5%

***The above rates do not include the liability cost at 3%.

Rates are effective July 1, 2016 thru June 30, 2017